

INSTALLATION AND COMMISSIONING TERMS

1. General definitions

Our employee will only perform the work defined by the installation management. The time invoiced includes the directly related preparatory and concluding work in our company as reported in our operating data recording system. If not otherwise noted, the working time begins with the departure of the fitter for the journey to the customer and ends with his return to our company. Upon the request of the orderer, the employee will, in urgent cases, undertake overtime within the legally permitted scope, e.g. to avoid operating faults. This overtime will be invoiced at the corresponding higher wage rates, and only following agreement with the installation management.

2. Costs

2.1 Working time / standard time

The hourly rates are based on the following standard time:
8 hours per working day, performed Monday to Friday between 7:00 a.m. and 5:00 p.m.

2.2 Hourly rates (working/travelling/waiting time)

- Servicemechanic / Serviceelectrician	€ 79,00
- Servicetechnician	€ 92,00
- Software specialist / Commissioning Engineer	€ 114,00

2.3 Surcharges

The hourly rates above are generally increased:
- on weekdays above 8h within standard time / outside standard time 50%
- on Saturdays 50%
- on Sundays / holidays (NRW) 100%

2.4 Preparatory and concluding working time

Preparatory and concluding work necessary for installation and commissioning required in our company will be invoiced additionally. This may also include expenditure for supporting and consulting activities during assembly, e.g. by the design departments.

2.5 Travel expenses

- for journeys by car per km € 0,80
- for journeys with public transport according to charges
- auxiliary travel costs in accordance with actual expenses

2.6 Expenses and hotel costs

Daily allowance and overnight stay according to the statutory permissible travel expense rates

2.7 VAT

The expenses listed above are subject to VAT at the statutory rate on the date of invoicing.

2.8. Terms of payment

Installation invoices are payable upon receipt without any deductions. Longer installation periods will be invoiced by monthly part invoices. Set off and retention are not permitted.

3. Interruption of installation or commissioning

If several journeys are necessary for order-related reasons, the customer shall reimburse the costs incurred. In particularly urgent cases, e.g. in the event of operational issues at other customers, SYSTRAPLAN is entitled to interrupt the installation, while SYSTRAPLAN shall bear the resulting travel costs in such case.

4. Telephone / Online Service

In the event of a machine fault, we offer our customers telephone and online support during our regular office times, whereby immediate processing and constant availability cannot be guaranteed.

- Hourly rate for telephone and online service	€ 114,00
- Flat fee per invoice run (usually monthly)	€ 60,00

5. Cooperation of the orderer

The customer shall support our personnel in carrying out the assembly work at his own expense. This assistance shall ensure that the installation can be started immediately after the arrival of the installation personnel and can be carried out without delay during commissioning and until acceptance.

The cooperation shall include the protection of persons and property at the assembly site, proper working conditions, the provision of auxiliary staff, the provision of auxiliary equipment, in particular:

- Performance of foundation, construction and set-up work
- Transport of the machine components to place of installation, protection and cleaning of the installation site
- Provision of heavy tools as well as the installation materials, e.g. support steel elements, wedges, lubricants etc.
- Provision of suitable assisting labour, e.g. bricklayers, fitters, electricians, handymen, etc.
- Provision of heating, lighting, operating power, water, compressed air etc.
- Provision of dry, lockable rooms for the storage of tools, and rest and work rooms protected against theft (with heating, light, washing facilities, sanitary equipment) as well as first aid for fitters
- Provision of materials for the adjustment and testing of the supplied equipment.

If the orderer does not meet his obligations, then SYSTRAPLAN is permitted, however not obliged to undertake the appropriate steps in his place and at his expense.

6. Warranty

SYSTRAPLAN is only liable for the correct installation and commissioning to the exclusion of all further claims of the orderer, in as much as faulty workmanship (new installation of the machine) will be repaired free of charge. This right for repairs becomes null and void if the fault is not immediately notified to SYSTRAPLAN. In addition, SYSTRAPLAN is not liable for installation faults resulting from special local conditions, floor/ground properties etc., as well as in cases where the orderer undertakes changes or modifications not approved by SYSTRAPLAN. Further reaching claims, in particular claims for damages or for any disadvantage in conjunction with the installation and commissioning cannot be enforced by the orderer. Liability for any follow up damage is thus excluded. Place of jurisdiction for any dispute resulting from the installation order are the SYSTRAPLAN head offices.

7. Acceptance

The orderer is bound to undertake an acceptance of the work performed. The installation personnel will present the orderer with the installation certificate for his signature, by which the orderer recognises the correct performance. If the acceptance is delayed for reasons which are not caused by SYSTRAPLAN, the acceptance is considered as completed with the elapse of 2 weeks following the notification of the completion of the assembly of the installation and commissioning/start up as performed; the liability for recognisable faults becomes null and void, unless the orderer has expressly reserved a claim for a certain fault.

SYSTRAPLAN Gesellschaft für Planung und Bau von materialflusstechnischen Anlagen mbH & Co. KG

Einsteinstraße 5 - 32052 Herford - Germany
Tel.: +49 (0) 5221 76 77 0

Terms valid as of: 01.10.2018